

## **MEMORANDUM OF UNDERSTANDING**

**Between the  
State of Missouri  
Department of Public Safety  
State Emergency Management Agency  
and  
The Missouri Chapter of the National Emergency Number Association**

### **I. SUBJECT**

**This memorandum of Understanding (MOU) concerns the development and use of the Telecommunicator Emergency Response Taskforce (TERT) for disaster relief operations of the State Emergency Management Agency (SEMA)**

### **II. PURPOSE**

**This Memorandum of Understanding establishes procedures and policies that will guide the parties hereto in the use of the Telecommunicator Emergency Response Taskforce for requested assistance during disaster relief operations.**

### **III. PARTIES**

**The parties to this Memorandum of Understanding are: State of Missouri, Department of Public Safety, State Emergency Management Agency and the Missouri Chapter of the National Emergency Number Association (MoNENA).**

### **IV. BACKGROUND**

**The Missouri Chapter of the National Emergency Number Association will provide and coordinate personnel for the effective delivery of trained telecommunicators during emergency situations. The Department of Public Safety, State Emergency Management Agency is the lead state agency in coordinating state resources for Emergency Services operations and assists counties in coordinating requests for specialized resources such as telecommunicators throughout the state.**

### **V. AUTHORITY**

**The parties enter into this Memorandum under the authority of the Missouri Revised Statutes.**

### **VI. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC SAFETY, STATE EMERGENCY MANAGEMENT AGENCY**

**The Department of Public Safety, State Emergency Management Agency agrees to:**

- A. Provide general guidance and assistance to the Telecommunicator Emergency Response Taskforce as appropriate;**
- B. Provide SEMA personnel to assist with reimbursement of expenses for taskforce members as appropriate;**

## **VII. DUTIES AND RESPONSIBILITIES OF THE MISSOURI CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION**

The Missouri Chapter of the National Emergency Number Association agrees to:

- A. Recruit, organize and manage the Telecommunicator Emergency Response Taskforce (TERT) and coordinate the use of those members through a request for mutual aid to their respective jurisdictions. The members of TERT will be responding as mutual aid resources from their local jurisdiction to the requesting jurisdiction, and not through their association with the Missouri Chapter of the National Emergency Number Association or other associations;
- B. Provide staffing assistance and support to Public Safety Emergency Communication Centers throughout Missouri upon request through the State Emergency Management Agency;
- C. Maintain an accurate database of response ready agencies and personnel;
- D. Ensure that all TERT personnel meet minimal standards as set by the State of Missouri training standards;

## **VIII. MODIFICATION OF MEMORANDUM**

Modifications of this Memorandum of Understanding must be in writing and upon approval of both parties to the Memorandum of Understanding.

## **IX. LIABILITY**

The Missouri Chapter of the National Emergency Number Association will hold the State of Missouri, Department of Public Safety, State Emergency Management Agency harmless for any liability and personal injury that may occur from or in connection with the performance of this Memorandum of Understanding. The Missouri Chapter of the National Emergency Number Association releases, waives, indemnifies and holds harmless the State of Missouri, Department of Public Safety, State Emergency Management Agency, its agents, administrators, representatives, officers, directors, employees of and from all and all manner of actions, liability, causes of action, suits, proceedings, judgments, damages, claims controversies and demands whatsoever in law or in equity arising out of, directly or indirectly, to any loss, damage, injury or suffering, known and unknown, foreseen and unforeseen, including death that may be sustained by participants while acting as a member of the Telecommunicator Emergency Response Taskforce, or which The Missouri Chapter of the National Emergency Number Association may cause to be sustained or suffered by any third party, while acting as a member of any Telecommunicator Emergency Response Taskforce. The Missouri Chapter of the National Emergency Number Association certify to the State Emergency Management Agency that each Telecommunicator Emergency Response Taskforce member is duly aware of the risks and hazards inherent in acting as a member of a Telecommunicator Emergency Response Taskforce and hereby acknowledge that they have become a member of the Telecommunicator Emergency Response Taskforce of their own free will. Participants of the Telecommunicator Emergency Response Taskforce, acknowledge that they will assume all risk of loss, damage, injury, including death, which may be sustained while acting as a member of any Telecommunicator Emergency Response Taskforce. The Missouri Chapter of the National Emergency Number Association agrees that this release extends to their heirs, assigns, next-of-kin, executors, administrators or personal representatives' hereafter.

Furthermore, members of The Telecommunicator Emergency Response Taskforce acknowledge that they shall not be agents or employees of the State of Missouri when responding to an incident pursuant to the Memorandum of Understanding executed by the State of Missouri, Department of Public Safety, State Emergency Management Agency and

The Missouri Chapter of the National Emergency Number Association further acknowledges that they have indemnified the State of Missouri, Department of Public Safety, State Emergency Management Agency for any liability and personal injury that may occur from or in connection with the performance of this Memorandum of Understanding. The Missouri Chapter of the National Emergency Number Association and participants of the Telecommunicator Emergency Response Taskforce further acknowledge and understand that in the event that they are injured or killed while performing duties in connection with this Memorandum of Understanding that they will not be covered by the State's workers compensation insurance.

In addition to the foregoing, The Missouri Chapter of the National Emergency Number Association and participants of the Telecommunicator Emergency Response Taskforce hereby further covenant not to sue the State of Missouri, Department of Public Safety, State Emergency Management Agency, its administrators, representatives, officers, directors, employees upon any matter within the stated scope of the foregoing and shall not and will not bring, commence, prosecute, maintain or cause or permit to be brought, commenced, prosecuted or maintain any suit, claim, action or charge against the State of Missouri, Department of Public Safety, State Emergency Management Agency, its administrators, representatives, officers, directors, employees upon or related to any cause of action, claim suit, tort, controversy, damage, liability or demand, whatsoever, arising out of, directly or indirectly, the participation of The Missouri Chapter of the National Emergency Number Association in emergency and disaster response activities as a member of any Telecommunicator Emergency Response Taskforce. The Missouri Chapter of the National Emergency Number Association and participants of the Telecommunicator Emergency Response Taskforce agree that this Covenant Not to Sue extends to their heirs, assigns, next-of-kin, executors, administrators, or representatives' hereafter.

The Missouri Chapter of the National Emergency Number Association and participants of the Telecommunicator Emergency Response Taskforce agree that all of the aforementioned terms of the Release and Covenant Not to Sue shall be in all respects effective and binding and not subject to termination or rescission. The Missouri Chapter of the National Emergency Number Association and participants of the Telecommunicator Emergency Response Taskforce further agree that the Release and Covenant Not to Sue does not waive or limit any defense in law or in equity available to the State of Missouri, Department of Public Safety, State Emergency Management Agency and is not to be construed as a waiver of its sovereign immunity.

#### **X. TERMINATION**

This Memorandum of Understanding shall be in effect from the date of execution. This Memorandum of Understanding can be terminated upon submission of a thirty-day (30) advance written notice of termination by either party.

#### **XI. COMMUNICATIONS**

To provide consistent and effective communication between The Missouri Chapter of the National Emergency Number Association and the State of Missouri, Department of Public Safety, State Emergency Management Agency, each party shall appoint a principal representative to serve as its central point of contact responsible for coordinating and implementing this MOU. The Department of Public Safety, State Emergency Management Agency contact shall be the SEMA Operations Chief and/or Deputy Operations Chief, or other such person so designated by SEMA. The contact for the Missouri Chapter of the National Emergency Number Association shall be the President, or other such person so designated by MoNENA.

## **XII. SITUS**

This MOU shall be governed by the laws of the State of Missouri and any claim for breach or enforcement shall be filed in State court in Cole County, Missouri.

## **XIII. COMPLIANCE WITH THE LAW**

The Missouri Chapter of the National Emergency Number Association shall be wholly responsible for the work to be performed under this MOU for the supervision of the Telecommunicator Emergency Response Taskforce. The Missouri Chapter of the National Emergency Number Association shall be responsible for compliance with all laws, ordinances codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this MOU, including those of federal, state and local agencies having appropriate jurisdiction.

## **XIV. ENTIRE AGREEMENT**

This MOU and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire agreement between the parties and supersede all prior oral and written statements or agreements.

## **XV. EXECUTION**

This MOU will become effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

EXECUTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2005.

FOR THE DEPARTMENT OF PUBLIC SAFETY, STATE EMERGENCY MANAGEMENT  
AGENCY

BY: \_\_\_\_\_

STATE EMERGENCY MANAGEMENT AGENCY

DATE: \_\_\_\_\_

FOR THE MISSOURI CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION:

BY: \_\_\_\_\_

PRESIDENT

MISSOURI CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION

DATE: \_\_\_\_\_